

Agreement between the

GRANT COUNTY

and the

GRANT COUNTY SHERIFF'S DEPARTMENT

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEES RELATIONS

DIVISION

2008 - 2010

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - FAIR SHARE	2
ARTICLE 4 - GRIEVANCE PROCEDURES	3
ARTICLE 5 - DISCIPLINE AND DISCHARGE	5
ARTICLE 6 - VISITATION PRIVILEGES	6
ARTICLE 7 - ASSOCIATION ACTIVITIES	6
ARTICLE 8 - PROBATION	6
ARTICLE 9 - SENIORITY, LAYOFF AND RECALL	7
ARTICLE 10 - JOB POSTING	8
ARTICLE 11 - LEAVE OF ABSENCE	9
ARTICLE 12 - SICK LEAVE	9
ARTICLE 13 - FUNERAL LEAVE, JURY DUTY AND MILITARY LEAVE	10
ARTICLE 14 - HOURS OF WORK	11
ARTICLE 15 - HOLIDAYS	13
ARTICLE 16 - VACATIONS	14
ARTICLE 17 - INSURANCE	15
ARTICLE 18 - PENSION	16
ARTICLE 19 - CLOTHING ALLOWANCE	17
ARTICLE 20 - WAGES	17
ARTICLE 21 - FLEET SAFETY PROGRAM	19
ARTICLE 22 - SEPARABILITY AND SAVINGS	21
ARTICLE 23 - TERMINATION	21

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
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WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer- employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work and conditions of employment,

ARTICLE 1 - RECOGNITION

ARTICLE 2 - MANAGEMENT RIGHTS

- a) To direct and supervise the work of deputies and employees;
- b) to hire, promote, transfer or layoff deputies and employees or demote, suspend, discipline or discharge officers and employees pursuant to the provisions of this Agreement;
- c) to plan, direct and control operations;
- d) to determine the amount and quality of work needed, by whom it shall be performed and the location where such work shall be performed;
- e) to determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, or obtained by subcontract;

- f) to change any existing service practices, methods and facilities which primarily relate to the formulation and implementation of public policy;
- g) to schedule the hours of work and assignment of duties; and
- h) to make and enforce rules.

2.02: The County's and Sheriffs exercise of the foregoing functions shall be limited only by the express provisions of this Contract and the County and Sheriff have all the rights which they had at law except those expressly bargained away in this Agreement.

ARTICLE 3 - FAIR SHARE

3.01: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

3.02: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

3.03: The County agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Association on or before the end of the month in which such deduction is made.

3.04: As a convenience to employees who desire to become full, Association members, the County agrees to deduct from their pay the initiation fee required for membership and installments thereof, as certified by the Association, and to pay the amount to the Association on or before the end of the month in which such deduction is made, provided the employee has signed a checkoff authorization and assignment for this purpose.

1 3.05: The Association shall indemnify and save the County harmless against any and all
2 claims, demands, suits or other forms of liability which may arise out of any action taken or not
3 taken by the County for the purpose of complying with the provisions of this Article.

4 ARTICLE 4 - GRIEVANCE PROCEDURES

5 The grievance procedure is as follows:

6 4.01: Grievance. A grievance is defined to be a controversy between any employee or
7 the Association and the Employer as to a matter involving the interpretation or application of this
8 Agreement.

9 4.02: Procedure. Grievances shall be processed in the following manner:

10 Step 1 - In the event of a grievance, the employee shall perform his assigned work
11 task and grieve his complaint later. An employee, believing he has cause for a grievance,
12 shall orally present his grievance to his immediate supervisor within ten (10) days of the
13 incident, or within ten (10) days of his securing knowledge thereof.

14 Step 2 - If the grievance is not settled within forty-eight (48) hours after such
15 discussion to the satisfaction of the grievant, the grievant shall reduce such grievance to
16 writing and submit it to the Sheriff, with a copy to the Personnel Director, within twenty
17 (20) days after such incident. The Sheriff shall set a time for discussion of the grievance
18 with the Association which shall be within five (5) days from the time of the presentation
19 to him of the written grievance by the grievant. Within ten (10) days after such meeting,
20 the Sheriff shall notify the Association of his determination.

21 Step 3 - If the grievance is not settled as provided under Step 2 above, the
22 grievance may be submitted in writing to the Employee Relations Committee within
23 seven (7) days. Within ten (10) days of the receipt of the written grievance, the Employee
24 Relations Committee shall set a hearing date with the Association, steward and grievant.
25 Within ten (10) days after such hearing, the Employee Relations Committee shall notify
26 the parties in writing of its determination.

27 Step 4 - If a satisfactory settlement is not reached as outlined in Step 3 above,
28 either party may submit the matter to the Wisconsin Employment Relations Commission
29 for arbitration within ten (10) days. The written request shall ask the Wisconsin

1 Employment Relations Commission to appoint an arbitrator from its staff. The award of
2 the arbitrator shall be final and binding. The costs of the arbitrator shall be split between
3 the parties. Each party shall bear its own attorneys' fees.

4 4.03: The arbitrator shall have no authority to grant wage increases or wage decreases.

5 4.04: The arbitrator shall expressly confine himself to the precise issues submitted to
6 arbitration and shall have no authority to determine any other issue not so submitted to him or to
7 submit observations or declarations of opinion which are not directly essential in reaching
8 determination.

9 4.05: The arbitrator shall take such evidence as in his judgement is appropriate for the
10 disposition of the dispute. Statements of position may be made by the parties, and witnesses may
11 be called. The arbitrator shall have initial authority to determine whether or not the dispute is
12 arbitrable. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in
13 accordance with this Article to determine the merits of the disputes submitted to arbitration.

14 4.06: Expenses relating to the calling of witnesses, transcripts or for the obtaining of
15 depositions or any other similar expense associated with such proceeding shall be borne by the
16 party at whose request such expenses are required. In the event one (1) party obtains a transcript,
17 the other party shall not have a copy unless the other party pays one-half (½) the cost of the court
18 reporter and transcripts.

19 4.07: A grievant may initiate, present and process his grievance with or without the
20 Association representative (s).

21 4.08: A grievance affecting a group or class of employees may be submitted in writing
22 by the Association to the Sheriff, with a copy to the Personnel Director, directly and the
23 processing of such grievance shall commence at Step 2. Grievances not processed through the
24 Association shall have no precedential effect on the Association. The County shall notify the
25 Association of the existence of any grievance and the outcome.

26 4.09: Forms for written grievances shall be given appropriate distribution to facilitate
27 the operation of the grievance procedure. Such forms are attached to and made part of the
28 Agreement in Appendix A.

29 4.10: Arbitrator's decisions as to their jurisdiction are subject to de novo review by the
30 WERC and courts.

1 4.11: Should any of the time limits imposed on the employee or the Association pass
2 without action, the grievance will be barred unless the time is extended by mutual agreement in
3 writing.

4 4.12: Grievances may be moved to the next step by the grievant or the Association if
5 the Employer does not respond in a timely manner.

6 4.13: All times set forth in this Article, unless otherwise specified, are working days
7 and are exclusive of Saturdays, Sundays and any holiday recognized by this Agreement. All time
8 requirements set forth in this Article may be waived or extended by mutual written agreement of
9 the parties.

10 ARTICLE 5 - DISCIPLINE AND DISCHARGE

11 5.01: Employees shall not be suspended, disciplined or discharged without just cause.

12 5.02: When disciplinary action is taken against an employee, the employee will receive
13 written notice of such action at the time it is taken, and a copy will be mailed to the Association
14 within two (2) calendar days, except that written notice of oral discipline shall be given to the
15 employee and the Association as soon as possible after the action is taken. Such notice shall
16 include the primary reasons on which the Employer's action is based. Said disciplinary action
17 shall be stricken from the employee's personnel file twelve (12) months from the date of issue
18 provided there has been no recurrence of a like or similar nature.

19 5.03: This Article supersedes the Grant County Personnel System Policies, section
20 titled, Disciplinary Actions, as to this unit; such section does not apply to this unit.

21 5.04: Probationary employees may be disciplined and discharged without recourse. The
22 Association will be given a copy of any written discipline of a probationary employee.

23 5.05: An employee wishing to implement the grievance procedure to take issue with
24 discipline imposed must, prior to implementing the grievance procedure, waive an right he may
25 have to proceed under §59.26 of the Wisconsin Statutes. Such waiver shall be in writing and
26 shall be delivered in person or by first class mail to the Sheriff or the Chairman of the Employee
27 Relations Committee prior to the commencement of the grievance procedure.

1 5.06: Drug Free Workplace and Alcohol and Other Drug Abuse Policy. The Grant
2 County Sheriffs Department is committed to an alcohol and drug free workplace. Grant County
3 reserves the right to enforce reasonable policies related to alcohol and other drug abuse.

4 ARTICLE 6 - VISITATION PRIVILEGES

5 6.01: The Business Representative of the Association shall have reasonable access
6 during working hours to the office where employees are stationed, provided, however, that the
7 Business Representative shall not at any time interfere with employees or interrupt their work.
8 The Business Representative shall contact the Sheriff in advance of any visit whenever possible.

9 ARTICLE 7 - ASSOCIATION ACTIVITIES

10 7.01: The County recognizes the right of the Association to designate a job steward
11 and/or alternate to handle such Association business as may from time to time be delegated to
12 them by the Association. Stewards and/or alternates have no authority to take strike action or any
13 other action interrupting the County's business in violation of law or this Agreement.

14 7.02: All stewards and/or alternates shall be allowed reasonable time off without loss of
15 pay for the purpose of meeting with management to adjust grievances where such could not
16 reasonably be done after hours.

17 7.03: The County agrees to provide suitable space on County property for a Association
18 bulletin board. The County and the Association agree such bulletin board will be used for
19 exclusive and proper business of the Association.

20 ARTICLE 8 - PROBATION

21 8.01: All newly hired employees shall serve a one (1) year probationary period
22 commencing on the first day of employment with the Sheriffs Department, provided, however,
23 that probation may be extended if the employee is in recruit school at the end of the one (1) year
24 period until successful graduation and furthermore, probation may be extended to complete a
25 course which is required to be completed as a condition of employment and which was
26 designated before hire. During the probationary period employees may be terminated at the
27 Sheriff's or County's discretion without the protection of § 59.26 of the Wisconsin Statutes. The
28 Association enters into this agreement regarding § 59.26 only to the extent allowed by law and

1 the agreement regarding § 59.26 is not violated by the Union's provision of legal counsel to any
2 probationary employee proceeding under § 59.26, Wisconsin Statutes.

3 ARTICLE 9 - SENIORITY, LAYOFF AND RECALL

4 9.01: Unit seniority shall be determined from the date of hire. Unit seniority terminates
5 in the event of quit, discharge or retirement. If more than one (1) employee is hired on the same
6 date, seniority among such employees shall be based on eligibility list placement.

7 9.02: In the event of a layoff or reduction in the number of employees, the employee
8 with the least amount of classification seniority in the job classification selected by the County
9 for the layoff will be initially selected for the layoff or reduction, provided that the County or the
10 Sheriff may deviate from seniority where the person who would be laid off by seniority has a
11 special skill which in the reasonable judgement of the County or the Sheriff should be retained.

12 9.03: The employee selected for layoff may displace the employee with the least
13 amount of classification seniority in an equal or lower paying job classification in which the
14 employee has previously satisfactorily worked in the unit, and for which the employee is
15 presently qualified; provided that the employee doing the displacing has more classification
16 seniority in the classification to which she or he wishes to move than the person who is being
17 displaced and provided that the County or the Sheriff may except persons from being displaced
18 where the person who would otherwise be displaced has a special skill which in the reasonable
19 judgement of the County or the Sheriff should be retained. The first employee displaced pursuant
20 to this Section will be allowed to exercise the same displacement rights, if they have sufficient
21 seniority.

22 9.04: Classification seniority shall consist of the total calendar time of full-time
23 employment in a particular job classification. An employee who permanently leaves one (1) job
24 classification will maintain the classification seniority she or he had at the time of leaving, but
25 will not accrue further seniority in her or his former classification unless she or he permanently
26 returns to such classification. Classification seniority will terminate if an employee loses her or
27 his bargaining unit seniority.

28 9.05: Employees initially selected for layoff may take the layoff, but are subject to
29 mandatory recall to the same or other classifications,

1 9.06: Employees transferred out of the unit retain classification seniority to the same
2 extent as unit employees under paragraph 9.04.

3 9.07: The Employer shall maintain re-employment lists of all employees who are laid
4 off. Such lists shall be in order of the employee's classification seniority at the time of the
5 reduction with the most senior being number one (1) on the list. Employees on the reemployment
6 list shall maintain re-employment rights for two (2) years from the date of the layoff, or the
7 length of an employee's unit seniority, whichever is less. Employees shall be recalled from the
8 reemployment list in accordance with their classification seniority to the classifications in which
9 they previously worked and for which they are in the reasonable judgement of the County and
10 the Sheriff still qualified. Notice of re-employment shall be sent by the Employer to the
11 employee's last known address and the employee shall be required to respond affirmatively
12 within one (1) week from the date of mailing of notification. Employees who do not
13 affirmatively respond to such re-employment notices shall be dropped from the re-employment
14 list and all employment rights shall be lost.

15 9.08: For the purpose of shift assignment, permanent vacancies shall be offered to
16 employees in order of seniority, within classification prior to posting of any unit job openings
17 under Article 10 of this Agreement.

18 ARTICLE 10 - JOB POSTING

19 10.01: Unit job openings shall be posted for a period of seven (7) days, and a copy of the
20 posting shall be provided to the steward. The most qualified applicant shall be selected provided
21 that if two (2) or more applicants are equal in qualifications, seniority shall be the determining
22 factor. Employees successfully posting for a position shall serve a six (6) month trial period,
23 during which either the County or the employee may request a return to his or her former
24 position in the bargaining unit. The employee shall suffer no loss of seniority by virtue of such
25 posting and return. All applicants must meet the qualifications established by the Employer or by
26 law, including physical requirements.

27 10.02: Employees who are on probation are eligible to apply for posted job openings.

28 10.03: Employees who upward bid from one classification to another shall be placed at
29 the step in the wage schedule set forth in Article 20 that results in a pay increase and shall

1 progress through the schedule consistent with the time between the incremental steps. Employees
2 who lateral or downward bid shall be placed at the step in the wage schedule set forth in Article
3 20, commensurate with their seniority and shall progress through the schedule consistent with the
4 time between incremental steps.

5 ARTICLE 11 - LEAVE OF ABSENCE

6 11.01: The County may grant personal and/or medical leaves of absence without pay to
7 its employees. Personal and/or medical leave of absence requests shall contain, in writing by the
8 employee, the reason(s) why the employee needs a leave of absence and the date the employee
9 intends to return to work. All approved leaves of absence will be binding.

10 11.02: This Contract shall be administered in conformance with State and Federal Law
11 regarding family and medical leave.

12 ARTICLE 12 - SICK LEAVE

13 12.01: Sick leave may only be used for illness or injury to the employee, or the
14 employee's child, spouse or parent(s).

15 12.02: (a) Sick leave shall accrue at the rate of one (1) day per month and may
16 accumulate to an unlimited amount.

17 (b) For employees hired on or after January 1, 1998, sick leave will accrue to
18 a maximum of one hundred and twenty (120) days (nine hundred and sixty [960] hours).
19 After an employee has reached the maximum accumulation of one hundred and twenty
20 (120) days, any additional sick leave accumulated thereafter shall be placed in an
21 individual Catastrophic Sick Leave Account (CSLA). Sick leave in the CSLA may only
22 be used when an employee is absent from work because of illness or injury and the
23 employee's regular sick leave has been exhausted. Upon resignation, retirement,
24 termination or death of an employee, CSLA shall be forfeited. This subsection b shall
25 apply only to employees hired on or after January 1, 1998.

26 (c) A sick leave day shall consist of eight (8) working hours.

27 12.03: Employees will be paid for all scheduled days off for sickness, but not to exceed
28 the amount accrued. When and if an employee maintains at least twenty-four (24) days
29 accumulation for a twelve (12) month period, beginning January 1, the employee at the end of

1 the twelve (12) month period may be paid for half (½) of the sick leave over twenty-four (24)
2 days not used but accrued during that twelve (12) month period. The maximum number of days
3 paid at the end of a twelve (12) month period will not exceed six (6).

4 12.04: Upon retirement, at or beyond age sixty-two (62), one-half (½) of the
5 accumulated sick leave shall be paid to the employee. Similar payment will be made to
6 protective service employees and other employees where State Statute provides for an earlier
7 normal (full benefit) retirement date.

8 12.05: Any person who is sick for three (3) consecutive working days may be asked to
9 provide a doctor's excuse.

10 12.06: Employees shall earn sick leave while on paid vacations, paid sick leave, paid
11 funeral leave, paid holidays, paid military leave, paid discretionary days, and jury leave paid by
12 the County under this contract.

13 12.07: Holidays falling in paid sick leave periods will not be considered a counting
14 against sick leave time.

15 12.08: Upon the death of a currently active employee, fifty percent (50%) of the
16 accumulated sick leave (one hundred percent [100%] if death occurs when performing assigned
17 duties) shall be paid to the employee's beneficiary, if known, or to the estate of said employee.

18 ARTICLE 13 - FUNERAL LEAVE, JURY DUTY AND MILITARY LEAVE

19 13.01: Funeral Leave. An employee will be paid up to three (3) days for leave to attend
20 the funeral of the employee's spouse, child, parent, brother or sister. An employee will be paid
21 up to one (1) day for leave to attend the funeral of a brother-in-law, sister-in-law, mother-in-law,
22 father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, nephew, aunt or
23 uncle. Employees may, in the supervisor's discretion, use earned sick leave days, earned
24 vacation days or discretionary days for up to two (2) weeks during the period of grief.

25 13.02: Jury Duty. An employee selected to serve on a trial jury will be excused from
26 employment for the time necessary to fulfill the obligation. The employee shall be given the
27 choice of accepting either his or her regular salary paid by the agency or the jury duty pay. If the
28 option is to accept the County's pay, then the jury pay shall be refunded to the employing unit
29 and the employee is to return to work to complete the remainder of the workday. If the option is

1 to keep the jury pay, then the agency's pay shall return to the Employer and the employee is not
2 expected to return to complete the workday. With the approval of the supervisor, it is permissible
3 to use personal days, vacation days, or accumulated comp time for jury duty. The maximum pay
4 in any year is two (2) weeks pay and the maximum in any life is eight (8) weeks pay.

5 13.03: Military Leave. All regular employees will be allowed to take time off from work
6 to fulfill active military requirements annually if such orders are given by the military unit. The
7 employee shall be given the choice of accepting either the regular salary paid by the County or
8 the military duty pay, whichever is to the employee's advantage. If the option is to accept the
9 agency's pay, then the military pay shall be refunded to the County. If the option selected is to
10 accept military pay, then the agency's pay shall return to the County. The maximum pay in any
11 year is two (2) weeks pay.

12 ARTICLE 14 - HOURS OF WORK

13 14.01: Under all circumstances, unless mutually agreed otherwise between the
14 Association and the County, employees shall receive one and one-half (1-1/2) times their straight
15 time hourly rate for all hours worked in excess of their normal regularly scheduled workday or
16 workweek. Employees may elect to take pay or compensatory time off. Compensatory time off
17 shall be computed on a one and one-half (1-1/2) basis. There shall be no pyramiding of overtime.
18 Compensatory time off shall be scheduled by mutual agreement between the employee and his or
19 her supervisor. The County may limit the amount of time the Sheriff may require employees to
20 work, in its discretion.

21 Compensatory time accumulated is capped at a maximum of eighty (80) hours. Covered
22 employees must turn in a time listing, including compensatory hours worked, at the end of each
23 month. All such reports must be received by the Chief Deputy by 4:30 p.m. on the fifth of the
24 following month. If a person has not accumulated the maximum compensatory time allowed, the
25 approved hours will be added to the existing total until the maximum is reached.

26 After reaching the maximum accumulation, every effort must be made to take all
27 approved compensatory time off within thirty (30) days of the end of the month in which earned.
28 If work requirements make it impossible to take the compensatory time off, the Sheriff and/or
29 Chief Deputy shall present a voucher for approval of payment at the employee's current rate to

1 the Law Enforcement Committee at their next meeting. Payment for a thirty (30) day period only
2 would be covered and would never bring the hours accumulated below the maximum
3 accumulation figure.

4 Current Compensatory Time Accumulation. As of the first of the month following the
5 signing of this Agreement, employees shall have their compensatory time approved and
6 documented. Employees who have over eighty (80) hours shall have those hours "red-circled"
7 and no further accumulation shall be allowed until less than eighty (80) hours are accumulated.

8 14.02: Any employee who is required to report for duty or appear in any court at a time
9 other than his or her regular tour of duty by the Sheriff or his or her representative shall be
10 compensated a minimum of two (2) hours at time and one-half (1-1/2) for any matter which is
11 related to or emanates out of the employee's scope of employment. Provided, however, this shall
12 not apply to the two (2) hours immediately prior to the start of the employee's regularly assigned
13 shift or contiguous to the end of the shift.

14 14.03: Employees in the same classification rank may trade off days or shifts provided
15 that they obtain approval from the Sheriff or his or her designee.

16 14.04: Any employee who was properly assigned to and does perform work in a higher
17 classification shall be paid at the rate of pay for actual time spent working in the higher
18 classification for that assignment.

19 14.05: Employees shall be paid bi-weekly. The record for accrued, used, paid and
20 monthly balance of vacation, sick leave, discretionary and compensatory days will be provided
21 to each employee during the month of January reflecting the prior year record and status as of
22 December 31.

23 14.06: Employees shall receive a thirty (30) minute paid lunch break during his or her
24 eight (8) hour tour of duty, which shall be taken as directed by the Sheriff or his or her designee.

25 14.07: In the event that the County determines to change the existing shift structure, the
26 parties agree to enter into bargaining over such change.

27 14.08: Employees shall receive a shift differential of Ten Cents (\$.10) per hour for all
28 hours worked on second shift, and Fifteen Cents (\$.15) per hour for all hours worked on third
29 shift, in addition to the employee(s) applicable rate of pay.

1 14.09: Canine Handlers.

- 2 a) Canine handler employees will be granted one-half (1/2) hour per
3 scheduled work shift to care for their assigned dog. To effectuate this, the
4 canine handler employee will receive four (4) hours straight compensatory
5 time off every two weeks.
- 6 b) Canine handler employees will receive overtime compensation or
7 compensatory time off for all hours worked performing law enforcement
8 duties that are non-canine care related that exceed the assigned schedule.
9 Such overtime work requires advanced approval from a supervisor.
- 10 c) The canine handler shall receive one-half (1/2) hour of compensatory time
11 off or overtime pay if caring for canine on non-scheduled work days.
- 12 d) All expenses related to veterinary care and food for the canine shall not be
13 borne by the canine handler.
- 14 e) If the canine handler kennels his or her assigned dog away from home, he
15 or she will not have his/her work day schedule reduced by one-half (1/2)
16 hour, nor be compensated for the care of the dog.
- 17 f) The canine is the property of Grant County. Grant County will carry
18 proper insurance coverage and indemnify the canine handler from liability
19 resulting from the proper performance of job duties.

20 ARTICLE 15 - HOLIDAYS

21 15.01: The County shall pay all employees covered by this Agreement, unless the
22 employee is on an unpaid leave of absence, eight (8) hours pay at the employee's regular straight
23 time hourly rate for the following days designated as holidays:

24 New Year's Day	Veteran's Day
25 Friday Afternoon before Easter	Thanksgiving Day
26 Memorial Day	Christmas Eve Day
27 Independence Day	Christmas Day
28 Labor Day	New Year's Eve Day

29 15.02: All employees shall be entitled to three (3) discretionary days annually, on the
30 approval of the Sheriff.

1 15.03: An employee shall have the option of taking the number of prescribed holidays
2 listed above in 15.01 and 15.02 as off days or shall have the option of taking the days in cash.
3 Any officer electing to take the holiday as an off day shall have to obtain the approval of the
4 Sheriff or his designee. All holidays left on the books as of December 1st or holidays that have
5 not been approved for time off in the month of December by December 1st, may be converted to
6 cash and paid in the first pay period of December unless the employee elects to carry the time
7 into the next year.

8 15.04: Employees working on a holiday shall receive one and one-half (1-1/2) times their
9 regular rate of pay for all such hours worked in addition to their holiday pay.

10 ARTICLE 16 - VACATIONS

11 16.01: Full-time employees shall earn annual paid vacation as follows:

- 12 a) After completion of one (1) full year of continuous employment, each
13 employee shall be entitled to twelve (12) days vacation each year.
- 14 b) After ten (10) full years of continuous employment, each employee is
15 entitled to eighteen (18) days vacation each year.
- 16 c) After twenty (20) full years of continuous employment, each employee is
17 entitled to twenty-four (24) days vacation each year.

18 Effective the Employee's anniversary date in 1999, the following vacation schedule will
19 be implemented. Employees who would suffer a loss of vacation time as a result of this schedule
20 shall be grandfathered until the new scale provides an increase.

- 21 a) Employee(s) shall earn vacation time in the current service year
22 (anniversary date to anniversary date) for use in the following service
23 year.
- 24 b) For each regular eighty (80) hours worked, vacation is earned as follows:
25 Year 0 thru 4 earns 3.076 hours vacation
26 Year 5 thru 7 earns 3.692 hours vacation
27 Year 8 thru 9 earns 4.615 hours vacation
28 Year 10 thru 14 earns 5.539 hours vacation
29 Year 15 thru 19 years earns 6.150 hours vacation
30 Year 20 and beyond earns 7.384 hours vacation

1 16.02: An employee wishing to guarantee a specific vacation period shall submit a
2 written request to the Sheriff, or the Sheriff's designee, no later than March 31st of the year
3 during which the vacation is requested. As to such timely requests, the Sheriff shall give
4 preference as to specific vacation periods by seniority within classification. Vacation periods less
5 than a full week may be taken by agreement between the Sheriff and the employee. The County
6 retains the right to decide how many employees may be on vacation at any one (1) time, and the
7 County retains the right to schedule vacations, except as specifically limited by this Section.
8 Vacation may not be carried over from year to year. Employees shall have the right to take
9 vacation in increments of one (1) day at a time.

10 ARTICLE 17 - INSURANCE

11 17.01: The County agrees to provide health insurance, including life and AD&D plan
12 and disability plan, for all members of the bargaining unit. Furthermore, the County agrees that it
13 shall not alter or change any health insurance policy in effect without first notifying the
14 Association of its intent to change coverage. Any change in coverage shall only be equal to or
15 greater than the existing coverage in effect. Employees shall have the HMO option(s) provided
16 to other County employees.

17 17.02: The County shall pay the full cost of said health insurance cited in Section 17.01
18 above for the single plan and eighty-five percent (85%) toward the cost of the family plan
19 premium of employee's choice of health insurance coverage/carriers. Effective March 18, 2008
20 the County's contribution for employees working less than full-time shall be pro-rated based
21 upon the employee's percentage of hours worked as compared to that of a full-time employee's
22 normal hours of work. It is agreed that employees working a minimum of 20 hours per week
23 shall be eligible for the insurance provisions detailed in this Article. Effective January 1, 2002,
24 the prescription drug co-pays under the Medical Associates HMO plan shall be changed to five
25 dollars (\$5.00) for generic and ten dollars (\$10.00) for name brand drugs. Effective January 1,
26 2003, the Dean Health Plan will replace the Unity Health Plan. The prescription drug co-pays
27 under the Dean HMO plan are six dollars (\$6.00) for generic and ten dollars (\$10.00) for name
28 brand drugs. Effective January 1, 2004 the maximum lifetime benefit for Medical Associates
29 HMO will be two million dollars (\$2,000,000). Effective July 1, 2005, the health insurance plan
30 design for both the Dean Health Plan and the Medical Associates Plan will reflect a ten dollar

1 (\$10.00) office co-pay and a seventy-five dollar (\$75.00) Emergency Room co-pay (waived upon
2 admission). Employees may seek reimbursement from the County of office co-pays exceeding
3 six (6) in 2005 (07/01/05 to 12/31/05). Thereafter, employees may seek reimbursement for office
4 visit co-pays exceeding twelve (12) paid in any calendar year. Employees may not use the
5 Flexible Spending Account (Section 125 Plan) to recover costs of office visit co-pays when
6 reimbursement has been sought under the provisions above.

7 17.03: The County agrees to maintain and pay the premium on all other insurance
8 coverages currently in effect (group term life insurance, accidental death and dismemberment
9 insurance, and weekly indemnity insurance) during the term of this Agreement, including
10 additional coverages, if any, for employees. Effective January 1, 1995, the weekly indemnity
11 shall be increased to One Hundred Dollars (\$100.00) per week. Effective January 1, 2006, the
12 County agrees to replace the weekly indemnity insurance referenced above with long term
13 income (disability) insurance equivalent to the plan in effect January 1, 2006 for other County
14 employees. Changes in carriers and/or plans shall be made consistent with Section 17.01.

15 17.04: An employee (with a minimum of five years consecutive Grant County
16 employment) who qualifies for retirement and retires under the Wisconsin Retirement System
17 and who immediately applies for an annuity, may continue in the health insurance program in
18 which the individual was enrolled prior to retirement provided the employee pays the full
19 premium to Grant County on a minimum of a quarterly (3 month) basis in advance and the
20 employee is not eligible to receive health insurance benefits from another employer. The spouse
21 and dependents of retirees meeting the above criteria may continue in the health insurance
22 program under the same conditions.

23 17.05: Effective within sixty (60) days of the execution of the Collective Bargaining
24 Agreement the Flexible Spending Account (Section 125) negotiated by the parties and as
25 authorized by the Grant County Board of Supervisors shall be offered to bargaining unit
26 employee(s). The County agrees to include a Voluntary Dental Plan in the benefits available for
27 employees to purchase through the Section 125 Plan.

28 ARTICLE 18 - PENSION

29 18.01: Each employee will come under the retirement plan beginning on the first day of
30 employment provided he is working in a job requiring 600 hours per year. The County agrees to

1 pay the employee's share (up to the rate in effect January 1, 2008, January 1, 2009, and
2 January 1, 2010 respectively) as well as the County's share.

3 The employment papers and beneficiary papers must be filled out at the County Clerk's
4 Office prior to the first pay period.

5 A booklet is available at the Personnel Department explaining the benefits of the
6 retirement plan and retirement procedures.

7 ARTICLE 19 - CLOTHING ALLOWANCE

8 19.01: During the term of this Agreement the clothing allowance shall be Three Hundred
9 Seventy Dollars (\$370.00) per year per uniformed employee. The Deputy Sheriff classification
10 shall receive a clothing allowance of Four Hundred Dollars (\$400.00) per year. All current
11 department policies and practices regarding clothing allowance not identified herein shall be
12 maintained.

13 19.02: Any time there is a change in uniforms, equipment, or accessories, which change
14 is authorized by the County, then the County shall pay for the full cost of said change. All
15 replacement shall be subject to the uniform allowance specified in Section 19.01 above.

16 ARTICLE 20 - WAGES

17 20.01: (a) The following minimum wage rates are effective January 1, 2008 (2 % ATB):

	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5Years</u>
18 Deputies	\$17.44	\$18.40	\$19.23	\$20.04
19 Lead Dispatcher	\$15.54	\$16.83	\$18.31	\$19.06
20 Dispatchers	\$15.12	\$16.39	\$17.87	\$18.62
21 Jailers	\$14.34	\$15.62	\$17.10	\$17.96
22 Clerk/Secretary	\$11.81	\$12.81	\$13.95	\$14.67
23 911 Data Coordinator	\$12.48	\$12.99	\$13.55	\$14.10
24 File Clerk / Typist	\$ 9.92	\$10.78	\$11.75	\$12.33
25				
26				

(b) The following minimum wage rates are effective March 18, 2008 (1 % ATB):

	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5Years</u>
Deputies	\$17.61	\$18.58	\$19.42	\$20.24
Lead Dispatcher	\$15.70	\$17.00	\$18.49	\$19.25
Dispatchers	\$15.27	\$16.55	\$18.05	\$18.81
Jailers	\$14.48	\$15.78	\$17.27	\$18.14
Clerk/Secretary	\$11.93	\$12.94	\$14.09	\$14.82
911 Data Coordinator	\$12.60	\$13.12	\$13.69	\$14.24
File Clerk / Typist	\$10.02	\$10.89	\$11.87	\$12.45

(c) The following minimum wage rates are effective January 1, 2009 (2.75 % ATB):

	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5Years</u>
Deputies	\$18.09	\$19.09	\$19.95	\$20.80
Lead Dispatcher	\$16.13	\$17.47	\$19.00	\$19.78
Dispatchers	\$15.69	\$17.01	\$18.55	\$19.33
Jailers	\$14.88	\$16.21	\$17.74	\$18.64
Clerk/Secretary	\$12.26	\$13.30	\$14.48	\$15.23
911 Data Coordinator	\$12.95	\$13.48	\$14.07	\$14.63
File Clerk / Typist	\$10.30	\$11.19	\$12.20	\$12.79

(d) The following minimum wage rates are effective January 1, 2010 (2.75 % ATB):

	<u>Start</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5Years</u>
Deputies	\$18.59	\$19.61	\$20.50	\$21.37
Lead Dispatcher	\$16.57	\$17.95	\$19.52	\$20.32
Dispatchers	\$16.12	\$17.48	\$19.06	\$19.86
Jailers	\$15.29	\$16.66	\$18.23	\$19.15
Clerk/Secretary	\$12.60	\$13.67	\$14.88	\$15.65
911 Data Coordinator	\$13.31	\$13.85	\$14.46	\$15.03
File Clerk / Typist	\$10.58	\$11.50	\$12.54	\$13.14

20.02: Longevity Pay. Effective January 1, 2009 and commencing on the date of eligibility, in addition to the wage rates set forth in Section 20.01, employees hired on or before March 18, 2008 shall receive longevity pay calculated as follows:

\$.10 per hour after 3 years of service
\$.15 per hour after 5 years of service
\$.20 per hour after 10 years of service
\$.25 per hour after 15 years of service
\$.30 per hour after 20 years of service
\$.35 per hour after 25 years of service

Effective January 1, 2009, employees hired after March 18, 2008 and commencing on the date of eligibility, in addition to the wage rates set forth in Section 20.01, shall receive longevity pay calculated as follows:

- \$.20 per hour after 10 years of service
- \$.25 per hour after 15 years of service
- \$.30 per hour after 20 years of service
- \$.35 per hour after 25 years of service

Effective January 1, 2010 and commencing on the date of eligibility, in addition to the wage rates set forth in Section 20.01, employees hired on or before March 18, 2008 shall receive longevity pay calculated as follows:

- \$.15 per hour after 3 years of service
- \$.20 per hour after 5 years of service
- \$.25 per hour after 10 years of service
- \$.30 per hour after 15 years of service
- \$.35 per hour after 20 years of service
- \$.40 per hour after 25 years of service

Effective January 1, 2010 and commencing on the date of eligibility, in addition to the wage rates set forth in Section 20.01, employees hired after March 18, 2008 shall receive longevity pay calculated as follows:

- \$.25 per hour after 10 years of service
- \$.30 per hour after 15 years of service
- \$.35 per hour after 20 years of service
- \$.40 per hour after 25 years of service

ARTICLE 21 - FLEET SAFETY PROGRAM

21.01: Purpose. Grant County Fleet Safety Program is instituted to promote safe driving, reduce accident frequency and severity, and to take positive steps to correct individual problem areas of County employees driving vehicles on County business.

21.02: Accident. Accident is defined to mean an occurrence that originates or terminates on a traffic way, which involves at least one (1) motor vehicle in transport and results in:

- (a) Injury or fatality of a person;
- (b) total damage to one (1) person's property to an apparent extent of One Thousand Dollars (\$1000.00) or more; or

- 1 (c) damage to government-owned property to an apparent extent of Two
2 Hundred Dollars (\$200.00) or more, except government owned vehicles
3 which remains at One Thousand Dollars (\$1000.00).

4 If an accident meets any of the three (3) criteria it is a reportable accident and is therefore
5 subject to review by the Accident Review Committee.

6 All accidents involving a County-owned vehicle must be reported by the employee
7 involved to the supervisor within twenty-four (24) hours after the occurrence whenever possible.
8 The reports and forms to be completed will be provided by the department, a copy of which will
9 be filed in the employee's personnel file.

10 21.03: Accident Review Committee. The Accident Review Committee shall be
11 composed of two (2) bargaining unit employees selected by the Association, a Governing
12 Committee member, designee in the Sheriffs Department and the Personnel Director of the
13 County of Grant.

14 21.04: Preventable Accident. Any accident in which the driver is at fault (a just cause
15 standard will apply).

16 21.05: Non-Preventable Accident. Any accident in which the driver is not at fault.

17 21.06: Procedure for Accident Review Committee.

- 18 (a) Frequency of Meeting. Chairman must call a meeting to review the
19 accident/ incident reports no later than ten (10) days after the occurrence.
20 (b) Prior to determining that an accident was preventable, an outside agency
21 will conduct an investigation. Great weight will be given to the outside
22 investigating agency's report.
23 (c) The employee may appear before the Committee, with representation.
24 (d) Voting. The Chairman shall request a consensus in which the Committee
25 by majority vote decides whether an accident/ incident was "preventable"
26 or "non-preventable". This will be done on the merits of each case.
27 (e) Inform the Employee. The Chairman will advise the functional supervisor
28 or agency director who will determine appropriate action and advise the
29 employee.

1 (f) Minutes of meeting will be made available to Association upon request.

2 21.07: Remedial Action.

3 Preventable Accident.

4 (a) Written warning.

5 (b) Two (2) days suspension, without pay.

6 (c) Five (5) day suspension, without pay, and driver training and physical
7 exam.

8 (d) Suspension and/or subject to termination (unless non-driving functions can
9 be assigned).

10 21.08: The Fleet Safety Program will be administered in conformance with a just cause
11 standard and Article 5 of this Collective Bargaining Agreement.

12 ARTICLE 22 - SEPARABILITY AND SAVINGS

13 22.01: If any Article or Section of this Agreement or of any addendum thereto should be
14 held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance
15 with or enforcement of any Article or Section should be restrained by such tribunal pending a
16 final determination as to its validity, the remainder of this Agreement and of any addendum
17 thereto, or the application of such Article or Section to persons or circumstances other than those
18 as to which it has been held invalid or as to which compliance with or enforcement of has been
19 restrained, shall not be affected thereby.

20 22.02: In the event that any Article or Section is held invalid or enforcement of or
21 compliance with which has been restrained, as set forth above, the parties affected thereby shall
22 enter into immediate collective bargaining negotiations, upon the request of the Association, for
23 the purpose of arriving at a mutually satisfactory replacement for such Article or Section during
24 the period of invalidity or restraint.

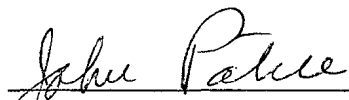
25 ARTICLE 23 - TERMINATION

26 23.01: THIS AGREEMENT shall become effective as of January 1, 2008, and shall
27 remain in full force and effect until and including December 31, 2010, and shall be automatically
28 renewed from year to year thereafter, unless at least one hundred eighty (180) days before the

- 1 termination date or any anniversary thereof, either party gives written notice to the other of
- 2 desire to amend, add to or terminate this Agreement.

FOR THE COUNTY:

COUNTY OF GRANT



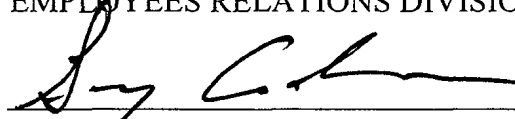
County Board Chair



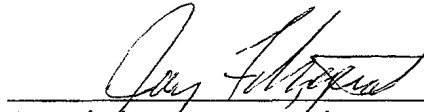
Personnel Director

FOR THE ASSOCIATION:

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION LAW ENFORCEMENT
EMPLOYEES RELATIONS DIVISION



WPPA/LEER Business Agent



Association Representative

SIDE LETTER OF AGREEMENT
BETWEEN
GRANT COUNTY SHERIFF'S DEPARTMENT ASSOCIATION, WPPA
AND
GRANT COUNTY

The parties agree as follows:


1. Deputy Sheriffs assigned to regular full-time road patrol duties (Patrol Deputies and Canine Deputies) will be assigned a work schedule which will consist primarily of 8 – ten hour days in a 14 day work period.
2. Overtime will be granted only when employee exceeds their regularly scheduled hours of work in a 14 day pay period or 10 hours in a day.
3. Holiday pay for regular full-time Patrol Deputies will consist of 8 hours pay at the employee's regular straight time hourly rate (4 hours for the Friday Afternoon before Easter).
4. Full-time Patrol Deputies may take up to 10 hours of paid time for Sick days, vacation days and discretionary days.
5. The accrual of other benefits not identified herein shall continue as provided for in the collective bargaining agreement.

Dated this 22 day of May, 2008.

For WPPA:




Gary Anderson, WPPA Business Agent

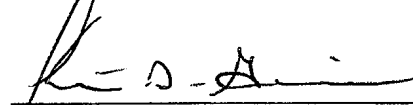


Jay Fitzgerald, Steward

For Grant County:



Joyce M. Roling, Personnel Director



Keith Govier, Sheriff

SIDE LETTER OF AGREEMENT
BETWEEN
GRANT COUNTY SHERIFF'S DEPARTMENT ASSOCIATION, WPPA
AND
GRANT COUNTY

The parties agree as follows:


1. Deputy Sheriffs assigned to regular full-time road patrol duties (Patrol Deputies) will be assigned a work schedule which will consist primarily of a six-days-on, three-days-off cycle. The regular workday shall be 8.5 hours.
2. The Patrol Deputies will be scheduled at least 16 additional hours each year for training/in-services. It is agreed that these 16 hours shall be paid at their regular straight time hourly rate.
3. Holiday pay for regular full-time Patrol Deputies will consist of 8.5 hours pay at the employee's regular straight time hourly rate (4.25 hours for the Friday Afternoon before Easter).
4. Full-time Patrol Deputies may take up to 8.5 hours of paid time for Sick days, Discretionary days, and Funeral leave.
5. Effective July 1, 2000, sick leave days for regular full-time Patrol Deputies will be accrued at 8.5 hours per month.
6. If a disagreement occurs over the application of this side letter, the parties agree to meet and confer in order to work out a solution. If a solution cannot be agreed upon, the Sheriff has the authority to revert back to the previous scheduling system.
7. This side letter of agreement shall become effective June 18, 2000.

Dated this 6th day of May, 2008.

For WPPA:

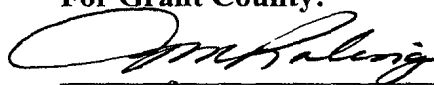


Gary Anderson, WPPA Business Agent

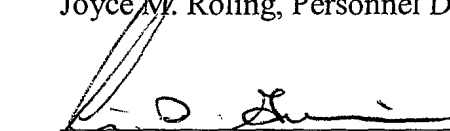


Jay Fitzgerald, Steward

For Grant County:



Joyce M. Roling, Personnel Director



Keith Govier, Sheriff

SIDE LETTER OF AGREEMENT
BETWEEN
GRANT COUNTY SHERIFF'S DEPARTMENT ASSOCIATION, WPPA
AND
GRANT COUNTY

The parties agree as follows:

1. Ms. Vicki DeShaw has been assigned to the position of 911 Data Coordinator for the Grant County Sheriff's Department since May 12, 2003.
2. Ms. DeShaw will remain employed at her current FTE level during the term of the 2008-2010 contract.
3. The County agrees that if Ms. DeShaw's assignment does not generate enough work to maintain her current work assignment for the term of the 2008-2010 agreement, additional duties will be provided by the Sheriff so as to maintain the assignment level effective at the time of this agreement.

This side letter of agreement shall become effective March 18, 2008 and expire on December 31, 2010.

For WPPA:




Gary Anderson, WPPA Business Agent

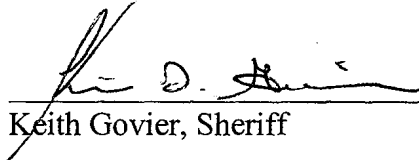


Jay Fitzgerald, Steward

For Grant County:



Joyce M. Roling, Personnel Director



Keith Govier, Sheriff